



City of
Gridley

City of Gridley Gridley-Biggs Police Department



GARY D. KEELER
Chief of Police



CITY OF BIGGS MONTH IN REVIEW			
JUNE.2011			
CALLS FOR SERVICE		ARREST CRIME REPORT	
911	11	ADULTS	
ANIMAL	7		
ANNOYING PHONE CALLS	3	BATTERY	1
AREA CHECK	16	BURGLARY	2
BATTERY	2	RESISTING ARREST	1
BE ON THE LOOK OUT	4	SEX WITH A MINOR	1
BIKE TRAFFIC	3		
TAMPERING WITH A VEHICLE	1	JUVENILE	
BUSINESS CHECK	1		
CITIZEN FLAG DOWN	3	PUBLIC INTOXICATION	1
RESISTING ARREST	1	WARRANT	1
DISTURBANCE	6		
ALARM	1		
FIELD INVESTIGATION	2		
EXTRA PATROL REQUEST	3		
PARKING COMPLAINT	1		
ID THEFT	1		
INFORMATION	3		
JUVENILE PROBLEM	1		
LOUD MUSIC	2		
PROBATION SEARCH	1		
OUTSIDE ASSIST	3		
PEDESTRIAN CHECK	10		
PETTY THEFT	1		
RECKLESS DRIVING	1		
REPOSSESSED VEHICLE	3		
RUNAWAY JUVENILE	1		
SUSPICIOUS CIRCUMSTANCES	4		
SUSPICIOUS VEHICLE	4		
TRAFFIC STOPS	31		
VANDALISM	1		
WELFARE CHECKS	4		
PUBLIC WORKS CALL OUT	1		
WARRANT	5		

GRIDLEY-BIGGS POLICE DEPARTMENT
MONTHLY COUNCIL REPORT
CITY OF BIGGS

JUNE. 2011

TYPE	THIS MONTH	YEAR TO DATE	2010
		2011	YEAR TO DATE
# OF ARREST			
ADULTS	5	42	29
JUVENILE	2	10	6
# OF CITATIONS			
TRAFFIC/CRIMINAL	8	21	55
MISC CALLS FOR SERVICE	142	837	838
# OF CRIMES REPORTED			
FELONY	3	18	21
MISDEMEANOR	9	53	53
# OF WARRANT ARREST			
ADULT	5	12	7
JUVENILE	1	1	0
# OF 911 CALLS	11	65	67

**GRIDLEY BIGGS POLICE DEPARTMENT
CITY OF BIGGS MONTH IN REVIEW
JUNE. 2011**

PERSONNEL

6/30/2011 Officer Douglas Hadley was sworn in as a Police Officer.

TRAINING

6/2/2011 Sgt. Khan and Sgt. Duncan attended Risk Management training in Lincoln, presented by Gordon Graham

NOTES

6/2/2011 Officer Olsgard was presented Officer of the Year Award at a dinner sponsored by The Chico Noon Exchange.

6/2/2011 Supervisor Cain and Dispatcher Stopplemore attended Restraining Order training on the new court system.

6/2/2011 Supervisor Cain and Dispatcher Stopplemore attended a Narrow Band Radio Interoperable meeting regarding funding.

6/8/2011 Chief Keeler participated as a voting member for Homeland Security Secured Funds in Oroville.

6-9 - 6-11 Several Reserve Officers assisted with security at all school graduations and Sober Grad Night.

6/15/2011 Chief Keeler was the Police Chief Representative for the Community Correction Partnership in Oroville.

6/15/2011 Assist. Chief Price assisted with Oral Boards at Marysville Police Dept.

6/16/2011 Sgt. Khan assisted with Oral Boards at Colusa County Sheriffs Office.

6/23/2011 Supervisor Cain assisted Oroville Police Dept. with the Post Dispatcher test.

Response times for this month are as follows:

Priority 1 Events that involve injury, are life threatening or in progress

Priority 2 Events that involve property loss or damage

Priority 3 Other events that do not involve injury, threat of life, property loss or damage.

Priority 1 4 minutes

Priority 2 7 minutes

Priority 3 8 minutes

	Current Month	Year to Date 2011
Accidents Fatal	0	0
Accidents Personal Injury	0	0
Accidents Pedestrians	0	0
Accidents PropertyDamage	0	1
Hit and Run PDO	0	1
Hit and Run Injury	0	1
Accidents Total	0	3
Moving Violation Citations	0	23
Non-Moving Violations	1	12
Speeding Citations	2	6
Traffic Citations-Total	3	41
D.U.I. Arrests	0	3

MONTHLY REPORT OF LOCAL RABIES CONTROL ACTIVITIES

For Biggs June, 2011

City of Biggs Animal Control

Total calls for service: 7

RABIES VACCINATION AND LICENSING	A. Number of "Actual Cost" rabies public vaccination clinics held	0	
	B. Number of animal control citations issued for rabies vaccination and licensing violations	0	
		Dogs	Cats
	C. Dogs and cats vaccinated in "Actual Cost" public vaccination clinics	0	0
	D. Dogs and cats licensed in "Actual Cost" public vaccination clinics	0	0
CANINE AND FELINE RABIES CONTROL	E. Total number of dogs and cats LICENSED in jurisdiction	121	0
	F. Dogs and cats on hand in the shelter June 1, 2011 (carried over from May 31, 2011)	1	0
	G. Dogs and cats entering the shelter, TOTAL: (Total should equal sum of 1 to 5 below)	10	0
	1. Dogs and cats captured by Animal Control Officers	10	0
	2. Dogs and cats surrendered by owners (not including those surrendered for quarantine)	0	0
	3. Dogs and cats surrendered by the public G1 THROUGH G5	0	0
	4. Dogs and cats impounded for animal bite quarantines ARE	0	0
	5. Dogs and cats transferred from another shelter MUTUALLY EXCLUSIVE	0	0
	H. Disposition of dogs and cats entering shelter, TOTAL: (Total should equal sum of F. plus 1 to 6 below)	9	0
	1. Dogs and cats reclaimed by owner	4	0
	2. Dogs and cats adopted by new owners H1 THROUGH H6	0	0
	3. Dogs and cats euthanized ARE	0	0
	4. Dogs and cats died of other causes MUTUALLY EXCLUSIVE	0	0
	5. Dogs and cats stolen, escaped, etc.	0	0
	6. Dogs and cats transferred to another shelter	5	0
ANIMAL BITE REPORTING	I. Dead dogs and cats collected (excluding F, G, and H above)	0	0
	J. Dogs and cats on hand in the shelter June 30, 2011 (to be carried over to July 1, 2011)	2	0
	K. Animal bites reported, TOTAL: (Total should be the sum of 1 and 2 below)	0	
		Dogs	Cats
	1. DOG and CAT bites reported, TOTAL: (Total should be the sum of a, b, c, and d below)	0	0
	a. Licensed	0	0
	b. Vaccinated only	0	0
	c. Neither licensed or vaccinated (but owned)	0	0
	d. Strays	0	0
	2. OTHER ANIMAL bites reported, TOTAL: (Total should be the sum of a and b below)	0	
	a. Other domestics (excluding cats)	0	
	b. Wild	0	

Other Animals Picked up:

ANIMAL QUARANTINES	L. Number of 30 day quarantines for vaccinated dogs and cats exposed to potentially rabid animals.	Dogs 0	Cats 0
	M. Number of 6 month quarantines for unvaccinated dogs and cats exposed to potentially rabid animals.	0	0
	N. Number of 6 month quarantines for domestic livestock (horses, cattle, etc.) exposed to potentially rabid animals.	0	
	O. Number of 30 day or 6 month quarantines not completed because the animals were euthanized.	0	
AGENCY ADMIN.	P. Number of animal control officers employed in jurisdiction	1	
	Q. Gridley-Biggs Animal Control 685 Kentucky Street, Gridley, CA 95948 530-846-4825		

Completed by:

Endorsement by local Health Officer or
Authorized representative:

Signature: Amy Burgess

Signature: _____

Name: Amy Burgess

Name (print): _____

Title: Animal Control Officer

Title: _____

Agency: Gridley-Biggs Animal Control

Agency: _____

Telephone: 530-846-4825

Telephone: _____

AFTER ENDORSEMENT
PLEASE FORWARD COMPLETED FORM TO:

Veterinary Public Health Section
California Department of Health Services
MS 7308
P.O. Box 997413
Sacramento, CA 95899-7413

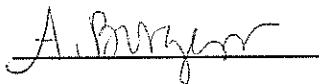
PHONE: (916) 552-9740
FAX: (916) 552-9725

Biggs Monthly Animal Bite Activity

Agency: Gridley-Biggs Animal Control Monthly June, 2011

		Dogs	Cats
Animal Bite Reporting	A. Animal Bites Reported. TOTAL should be the sum of 1 and 2 below.	0	0
	1. DOG and CAT bites reported. Should equal sum of a, b, c, and d.	0	0
	a. Licensed	0	0
	b. Vaccinated only.	0	0
	c. Neither Licensed or Vaccinated	0	0
	d. Strays	0	0
	2. OTHER ANIMAL bites reported. Should equal sum of a and b.	0	0
	a. Other domestic (excluding cats.)	0	0
	b. Wild	0	0
Animal Quarantines	L. Number of 30 day quarantines for Vaccinated dogs and cats exposed to potentially rabid animals.	0	0
	M. Number of 6 month quarantines for Unvaccinated dogs and cats exposed to potentially rabid animals.	0	0
	N. Number of 6 month quarantines for Domestic livestock (horses, cattle, etc.) exposed to potentially rabid animals.	0	0
	O. Number of 30 day or 6 month Quarantines not completed because animals were euthanized.	0	0
Agency Administration	P. Number of animal Control Officers Employed in the jurisdiction.	1	

Prepared by:



A. Burgess Gridley-Biggs Animal Control
Officer

Date: July 7, 2011

685 Kentucky Street
Gridley, CA 95948
530-846-4825

Biggs Fire Department

Report on Conditions

June 2011

	County	City
Medical	1	3
Traffic Collision	0	0
Hazardous Condition	0	0
Public Assist	0	3
Vegetation fire	0	0
Structure fire	1	0
Refuse fire		1
Total	2	8
Local area total	10	

These statistics capture only those calls in the Biggs Fire Station "First Due" area and reflect the most local picture of the entire response workload of our regional fire protection system. Engine 73 responds beyond the local Biggs area as part of the Butte County Fire Department / CAL FIRE regional approach to service.

Additionally in June our fire engine responded to; four (4) other emergencies in the unincorporated Butte County area (beyond the area where we arrive first), and one (1) in Oroville City. The incident in Oroville was a Hazmat call and the response was in support of the Butte County Hazmat Team, in which Biggs participates. Engine 73 also covered the Gridley Fire Station once during the month. When our station is vacant due to a long term response or cover assignment typically the Gridley or Richvale fire engine will cover here in Biggs.

The combined grand total of all local and regional incident related responses for Engine 73 during June was fifteen (15).

Also during June our volunteer and career firefighters participated in a training burn in the Manzanita area southeast of Gridley. A donated residence was prepared by our fire department Training Bureau and live fire exercises were held during a full day of hands on training. Live fire training in an actual residence is a valuable aid to maintain firefighting skills which may otherwise go unused for long periods of time.

ROY R. SEILER

CERTIFIED PUBLIC ACCOUNTANT

201 C. North Tehama
Willows, CA 95988

Phone: 530-934-8841

Fax: 530-934-8849

City of Biggs,
Biggs, California

I have compiled the accompanying monthly cash and investment report, for the City of Biggs, as of April 30, 2011. I have not audited or reviewed the accompanying statement and, accordingly, do not express an opinion or provide any assurance about whether the statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

I am not independent with respect to the City of Biggs.

July 12, 2011

Roy R. Seiler, CPA

City of Biggs
Monthly Cash and Investments Report
April, 2011

Pooled Cash and Investments:

Bank of America:

General Checking Accounts	\$ 473,408.83
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Local Agency Investment Fund:

Fund Account Balance	\$ 1,184,832.85
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Total Pooled Cash and Short Term Investments	\$ 1,658,241.68
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Other Investments:

Northern California Power Authority (NCPA)

Reflects Balance as of March 31, 2011

General Operating Reserve (GOR):		
Committed Reserve	\$ 142,103.00	
Available Reserve	\$ 446,772.00	
Total Reserve		\$ 588,875.00

Reflects Latest Available Balance

California Independent System Operators (CAISO):		
Scheduling Coordination Program Agreement,		
Balancing Account, Current Balance		\$ 62,615.00

Total Other Investments	\$ 651,490.00
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See Accountant's Compilation Report

ROY R. SEILER
CERTIFIED PUBLIC ACCOUNTANT

201 C. North Tehama
Willows, CA 95988

Phone: 530-934-8841
Fax: 530-934-8849

City of Biggs,
Biggs, California

I have compiled the accompanying monthly cash and investment report, for the City of Biggs, as of May 31, 2011. I have not audited or reviewed the accompanying statement and, accordingly, do not express an opinion or provide any assurance about whether the statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

I am not independent with respect to the City of Biggs.

July 12, 2011

Roy R. Seiler, CPA

City of Biggs
Monthly Cash and Investments Report
May, 2011

Pooled Cash and Investments:

Bank of America:

General Checking Accounts	\$ 479,906.69
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Local Agency Investment Fund:

Fund Account Balance	\$ 1,184,832.85
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Total Pooled Cash and Short Term Investments	\$ 1,664,739.54
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Other Investments:

Northern California Power Authority (NCPA)

Reflects Balance as of March 31, 2011

General Operating Reserve (GOR):

Committed Reserve	\$ 142,103.00
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Available Reserve	\$ 446,772.00
-------------------	---------------

Total Reserve	\$ 588,875.00
---------------	---------------

Reflects Latest Available Balance

California Independent System Operators (CAISO):

Scheduling Coordination Program Agreement, Balancing Account, Current Balance	\$ 62,615.00
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Total Other Investments	\$ 651,490.00
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See Accountant's Compilation Report



City of Biggs

Agenda Item Staff Report for the Regular City Council Meeting: July 18, 2011 6:00PM

DATE: June 29, 2011
TO: Honorable Mayor and Members of the City Council
FROM: Pete Carr, City Administrator/Finance
SUBJECT: City Engineer Services Agreement (Action by Consent)

City Administrator requests approval of agreement for contract city engineering services between City and Bennett Engineering Services (Ben|En).

Background

Following Council direction to issue an RFQ (request for qualifications) for city engineer services, seven proposals were received and three firms selected by a committee for interview, along with continued consideration of California Engineering Company.

The City Council conducted interviews June 13 and appointed Bennett Engineering Services as City Engineer in closed session on June 20, directing the City Administrator to enter into an agreement on behalf of the City. That agreement is presented as a contract for Council approval.

Attachment: Service Agreement with Bennett Engineering Services

Recommendation

Approve the agreement.

Fiscal Impact:

No new impact; engineering services will continue to be provided within established city budget.

CITY OF BIGGS - PROFESSIONAL SERVICES AGREEMENT

BENNETT ENGINEERING SERVICES

Consultant

CITY ENGINEER

Project Title

THIS AGREEMENT, made and entered into this 21st day of June, 2011, by and between the CITY OF BIGGS, a municipal corporation, hereinafter referred to as "City," and BENNETT ENGINEERING SERVICES, a corporation/a partnership/an individual, hereinafter referred to as "Consultant."

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS.

This Agreement is divided into the following Sections:

<u>Section/Title</u>	<u>Page No.</u>
SECTION 1 - ORGANIZATION AND CONTENTS	1
SECTION 2 – RESPONSIBILITY OF CONSULTANT	2
SECTION 3 – RESPONSIBILITY OF CITY	2
SECTION 4 – COMPENSATION; RETENTIONS	3
SECTION 5 – INDEMNIFICATIONS	3
SECTION 6 – INSURANCE	4
SECTION 7 – GENERAL PROVISIONS	4
7.1 - Access to Records	4
7.2 - Assignment	5
7.3 - Changes to Scope of Work - Basic Services	5
7.4 - Compliance with Laws, Rules, Regulations	5
7.5 - Conflict of Interest Applicability	5
7.6 - Exhibits Incorporated	5
7.7 - Independent Contractor	6
7.8 - Integration; Amendment	6

7.9 - Jurisdiction	6
7.10 - Notice to Proceed; Progress; Completion	6
7.11 - Ownership of Documents	7
7.12 - Subcontracts	7
7.13 - Term; Termination	7
7.14 - Notices	8

SECTION 2 – RESPONSIBILITY OF CONSULTANT

The Consultant shall be responsible for professional negligence which is the exercise of skill and ability as ordinarily required of engineers under the same or similar circumstances. The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose or breach of fiduciary duty and shall only indemnify for failure to perform in accordance with the generally accepted engineering and consulting standards.

SECTION 3 – RESPONSIBILITY OF CITY

To the extent appropriate to the project contemplated by this Agreement, City shall:

3.1 Assist Consultant by placing at his/her/its disposal all available information pertinent to the project, including previous reports and any other data relative to design and construction of the project.

3.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform his/her/its services.

3.3 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Consultant.

3.4 Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit

instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

3.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the project.

3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

SECTION 4 – COMPENSATION; RETENTIONS

Consultant shall be compensated for services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in **EXHIBIT "A"** entitled "**COMPENSATION.**" Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the fifteenth (15th) day of the month next following the month or months, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within thirty (30) days of receipt of it, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - INDEMNIFICATION

As an independent consultant, Consultant shall indemnify, and save harmless, the City Council, each member thereof, each officer and employee and agent from and against all loss, cost expense, or liability arising out of the negligent performance of the Consultant, but only for

that proportion of such claims, costs, suits, and damages which reflect the percentage of all persons, firms, or corporations which results in said damages to the City.

SECTION 6 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this agreement shall be as set forth in EXHIBIT "B", entitled SPECIAL PROVISIONS.

SECTION 7 - GENERAL PROVISIONS

7.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least one (1) year following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTION 4 hereinabove.

7.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

7.3 Changes to Scope of Work - Basic Services

City may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said

notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

7.4 Compliance with Laws, Rules, Regulations

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

7.5 Conflict of Interest Code Applicability

If City's Administrator has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of the Biggs Conflict of Interest Code, then each such person will be required to comply with the provisions of said Code in connection with the services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT "C" CONFLICT OF INTEREST DISCLOSURE PROVISIONS to this Agreement.

7.6 Exhibits Incorporated

All Exhibits (A thru C) referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

7.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as

such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

7.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

7.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

7.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period.

7.11 Ownership of Documents

Title to all documents, drawings, specifications, and the like, both paper and digital format, with respect to work performed under this Agreement shall vest with City at such time as City has

compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

Notwithstanding the above, all computer financial models including without limitation compilations of formulas and spreadsheet models used or developed by the Consultant in performing its work are proprietary and shall remain property owned solely by the Consultant.

7.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

7.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the work, as hereinabove provided. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least sixty (60) days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all service rendered and work performed for City to the date of such termination.

7.14 Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City: City Administrator
 City of Biggs
 465 C Street
 Biggs, CA 95917

- b. To Consultant: Bennett Engineering Services
 1082 Sunrise Avenue, Suite 100
 Roseville, CA 95661

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF BIGGS

CONSULTANT

By: _____
Peter R. Carr, City Administrator

Bennett Engineering Services

APPROVED AS TO FORM:

By: _____
(Title)

City Attorney

(Signature)

(Printed Name)

CITY OF BIGGS – PROFESSIONAL SERVICES AGREEMENT

CITY ENGINEER

EXHIBIT “A”

COMPENSATION

Standard City Engineer Duties	\$90/hour
Special City Assignments	\$105/hour
Project Studies and Design	Standard Rates, Below

Rate Schedule | 2011

Professional Staff

Professional Staff	Hourly Rate	Professional Staff	Hourly Rate
Principal Engineer.....	\$165	Surveyor IV	\$144
Project Manager III.....	\$155	Surveyor III.....	\$136
Project Manager II.....	\$150	Surveyor II.....	\$128
Project Manager I.....	\$140	Surveyor I.....	\$113
Engineer IV	\$144	3-Man Survey Crew	\$235
Engineer III.....	\$136	2-Man Survey Crew	\$200
Engineer II.....	\$128	1-Man Survey Crew w/ Equipment	\$165
Engineer I.....	\$113	Inspector II.....	\$120
City Engineering Consultant	\$110	Inspector I.....	\$108
Engineering Tech IV.....	\$113	Administrative	\$56
Engineering Tech III	\$107	Special Engineering Consultant	\$225
Engineering Tech II	\$95	Special Technical Consultant	\$140
Engineering Tech I	\$80	Expert Witness.....	\$350

Additional Rate Information

- ▶ Projects will be cost estimated in advance with staff assigned and billed with deference to City's budget and City's customers.
- ▶ Direct expenses & sub-consultant costs will be billed at cost plus ten percent (10%).
- ▶ Travel time will not be billed, mileage will be at standard IRS rate.
- ▶ Standard hourly rates may not apply to a demand to perform work during an overtime period.
- ▶ Survey crew prevailing hourly rates are available upon request.
- ▶ These rates are for fiscal year 2011-1012, with FY13 rates to be negotiated in Spring 2012 subject to Bennett Engineering costs.

Additional Rate Detail

1. STANDARD CITY ENGINEER TASKS (City Engineer rate)

Direct Personal Service and Advice

- Preparing Staff Reports for engineering and public works items on Planning and Parks Commissions, Traffic Safety Committee, and City Council.
- Attend Commission, Council and staff meetings to present engineering items and answer questions.
- Attend Regional Planning Agency TAC meetings representing the City.

Review, Approval & Direction Concerning Permits and Certificates

- Non-Development Projects
- Encroachment, Overweight/Size Transportation, & Grading Permits
- Utility Service Connections
- Annexation Descriptions; City Limit Descriptions
- Flood Insurance Programs; 100-Year Flood Determination

Budgeting, Needs Assessment and 5-year Capital Improvement Plan

Funding Investigation and Application Preparation

2. SPECIAL CITY ASSIGNMENTS (reduced City rate)

Observation of Improvement Installations

- City Funded Projects

Miscellaneous

- General Plan Update
- Rate Studies; Impact Fee Studies
- Recruit and Manage Public Works/Engineer/Special Project Services; Development of Design Standards & Ordinances
- Studies in support of funding applications

3. PROJECTS (BEN|EN standard rates)

Review of Subdivision and Site Plan Proposals

- GP & Zoning Compliance
- Infrastructure Availability/Capacity of Project
- Compatibility with Neighborhood-Traffic/Drainage/Noise

- Site Layout-Access Points, Parking, Setbacks, Landscaping, Utility Service Points, Density, Garbage, ADA, Signage
- Frontage and Off-site Improvements
- CEQA Requirements & Compliance
- Conditions of Approval
- Plan/Map/Studies Submittal Requirements, Review and Approval
- Permits for Grading and Improvements
- Subdivision Agreements/Bonds
- Subdivision Map Approval/Acceptance/Recording
- Assessment Districts/Improvement Agreements

Services During Construction Including Observation of Improvement Installations

- Privately Funded Projects
- Grant/Loan Funded Projects

Review, Approval & Direction Concerning Private Sector Permits and Certificates

- Development-Related Projects
- Lot Line Adjustments; Certificate of Compliance
- Legal Description & Exhibits; Easements and Right-of-Way Grants
- Annexation Descriptions; City Limit Descriptions

Miscellaneous

- Project Studies, Planning, and Design for projects including: Streets/Sidewalks/Bikeways/Drainage/Sewer/Water

CITY OF BIGGS – PROFESSIONAL SERVICES AGREEMENT

CITY ENGINEER

EXHIBIT “B”

SPECIAL PROVISIONS

INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|--|---|
| 1. General Liability:
(Including operations, products and completed operations, as applicable.) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Employer's Liability: | \$1,000,000 per accident for bodily injury or disease. |
| 4. Errors and Omissions Liability: | \$1,000,000 per occurrence. |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

CITY OF BIGGS - PROFESSIONAL SERVICES AGREEMENT

CITY ENGINEER

EXHIBIT "C"

CONFLICT OF INTEREST DISCLOSURE PROVISIONS

APPLICABLE CITY CONFLICT OF INTEREST CODE DISCLOSURE CATEGORIES

(Per the city's Conflict of Interest Code)

Pursuant to the provisions of the city's Conflict of Interest Code, as well as the Model Conflict of Interest Code promulgated by the State Fair Political Practices Commission in Section 18730 of Title 2 of the California Code of Regulations which is incorporated by reference into the city's Conflict of Interest Code, the City Manager has determined that the following natural persons employed by Architect/Consultant/Engineer and identified in (1) A below in connection with the city's project, will be required to report as provided by the Code in the Disclosure Categories indicated in (2) below. Accordingly, each such person shall, within 30 days after the execution of this Agreement, and on or before April 1 of each year during the term of this Agreement, and within 30 days after completing performance of all duties and obligations under this Agreement, file a Disclosure Statement with the City Clerk which sets forth all of the information pertaining to the required disclosure categories as identified herein. Such persons further understand and agree that if he/she/they fail to comply with the city's Conflict of Interest Code and/or fail to file the required Disclosure Statement, he/she/they will be subject to the criminal penalties and civil sanctions provided for in Section 81000 et seq. of the California Government Code.

(A) **Identification - Consultant Project Manager(s)/Principal(s) Required to File Disclosure Statements**

(1) _____
Name/Title

(2) _____
Name/Title

(3) _____
Name/Title

(4) _____
Name/Title

(2) **Required Disclosure Categories**

Required Project Manager(s)/Principal(s) Disclosure Categories

1. **Investments in Business Entities**

- ☐ Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business in the city.
- ☐ Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is engaged in contracting with or selling to the city.

- ☐ Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business in the city and is engaged in the building and construction industry.

2. **Interests in Real Property**

- ☐ Any direct or indirect interests in real property worth more than \$1,000 where the real property is located within the city or within two miles of the city's boundaries.

(3) **Sources of Income**

- ☐ Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business in the city.
- ☐ Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is engaged in contracting with or selling to the city.
- ☐ Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business in the city and engaged in the building and construction industry.

(4) **Business Entities in Which the Consultant Project Manager(s)/Principal(s) are Director(s), Officer(s), Partner(s), Trustee(s), Employee(s), or Holds Any Position in Management.**

- ☐ Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the city.
- ☐ Any business entity in which such individual(s) is a director officer, partner, trustee, employee, or holds any position in management where the business entity is engaged in contracting with or selling to the city.
- ☐ Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the city and is engaged in the building and construction industry.



CITY OF BIGGS PLANNING STAFF REPORT

465 C Street /
P.O. Box 1134
Biggs, CA 95917

PHONE: (530) 868-5447
FAX: (530) 868-1124

TO: Honorable Mayor and Members of the City Council

DATE: June 18, 2011

FROM: Scott Friend, AICP, City Planner

SUBJECT: Sustainable Communities Strategy (SCS) Plan – Letter Agreement

SUMMARY

The Butte County Association of Governments (BCAG) is requesting that the City Council review and authorize the City Administrator to sign, an Agreement between the City and the Association for cooperative planning activities as part of the preparation of the County's Sustainable Communities Strategy (SCS) Plan. SCS Plans are required to be prepared by local Associations of Government or the regional transportation funding agency, when the regional planning agency prepares or adopts the Regional Transportation Plan (RTP). The draft Agreement would allow for the City to be reimbursed for Staff costs associated with the provision of information in support of the Plans preparation and participation in the Plans development. The Agreement does not commit the City to formal support of the yet-to-be-prepared Plan nor does it commit the City any other action beyond participation in the planning process. BCAG anticipates the development of the SCS Plan during FY2011-2012.

The Agreement has been review by the City Attorney and found to be satisfactory.

ENVIRONMENTAL REVIEW

Not applicable.

FISCAL IMPACT

The proposed Letter Agreement provides for reimbursements to cover City staff time costs associated with the Plans development in an amount up to \$3,000.

REQUEST

Staff requests that the City Council reviews the attached Letter Agreement with the Butte County Association of Governments (BCAG) and authorize the City Administrator to sign the Agreement on behalf of the City.

Attachment:

A. Letter Agreement



Butte County Association of Governments

2580 Sierra Sunrise Terrace, Suite D0, Chico, California 95928-8441 • (530) 879-2468 • FAX: (530) 879-2444 • www.bcag.org

June 28, 2011

Pete Carr
City of Biggs, City Administrator
465 C Street
P.O. Box 307
Biggs, CA 95917

Re: Letter Agreement – Agreement between the City of Biggs and Butte County Association of Governments for participation in the coordinated development of the 2012 Regional Transportation Plan – Sustainable Communities Strategy (SCS).

When signed by both parties, this letter constitutes a LETTER AGREEMENT between the Butte County Association of Governments, a joint powers authority organized and existing under and by virtue of the laws of the State of California ("BCAG"), and the City of Biggs, a municipal corporation ("CITY"), regarding the participation in the coordinated development of the 2012 SCS.

1. Authority

By a fully executed grant agreement between BCAG and the California Strategic Growth Council, signed June 15th, 2011, the California Strategic Growth Council authorized funding for BCAG and the CITY for the coordinated development of the 2012 SCS.

2. Conditions

CITY shall actively participate in the development of the 2012 SCS by completing the following tasks.

- 1) Attend and participate as a member of the BCAG Planning Directors Working Group, a primary stakeholder group for the development of the 2012 SCS;
- 2) Review and provide comments on documents and datasets related to the development of the 2012 SCS, as requested by BCAG staff;
- 3) Provide BCAG staff with the following land use related information, if available, for the CITY's planning area:
 - a. List of residential and non-residential developments which would be reasonable to assume will be developed between the periods 2010 to 2020 and 2020 to 2035. Information for each residential development would include the number of units, approximate density, and location. Information for each non-residential development would include use type, approximate square footage, and location;
 - b. Location of potential redevelopment areas and the associated capacity for residential and non-residential uses;
 - c. Any practically available scientific information regarding resource areas and farmland, beyond what is currently practically available to BCAG staff.

- d. Any additional land use information, when mutually determined by BCAG and the CITY, which would be appropriate to consider when developing the 2012 SCS.

3. Payment

For services performed pursuant to this LETTER AGREEMENT, BCAG agrees to pay CITY in accordance with the tasks shown in "Conditions". Total payments shall not exceed \$3,000.

- A. Indirect Costs are not eligible for reimbursement under the conditions of the grant agreement with BCAG and the California Strategic Growth Council and shall not be submitted by CITY for reimbursement.
- B. Quarterly Compensation – CITY shall be reimbursed quarterly no later than thirty (30) days following submission of a written, acceptable billing to BCAG. Said billing shall indicate the number of hours worked by each category of CITY'S personnel, and the other direct costs incurred to the date of such billing, if any.

Please sign and date where indicated below, and return two (2) copies of this LETTER AGREEMENT to me. Once the LETTER AGREEMENT has been executed on behalf of BCAG, I will return a fully executed copy to the City of Biggs. If you have any questions please call me at 530-879-2468

Sincerely,



Brian Lasagna
BCAG Senior Planner

LETTER AGREEMENT PROVISIONS

The undersigned hereby agree to the provisions of this Letter Agreement as set forth hereinabove.

Butte County Association of Governments

Date

By: Jon Clark
Executive Director

City of Biggs

Date

By: Peter R. Carr
City Administrator



City of Biggs

Agenda Item Staff Report for the Regular City Council Meeting: July 18, 2011 6:00PM

DATE: July 11, 2011
TO: Honorable Mayor and Members of the City Council
FROM: Pete Carr, City Administrator/Finance
SUBJECT: City Budget Modification (Action by Consent)

City Administrator requests approval of intra-fund transfer to effect establishment of new fund for required debt service security reserve.

Background

City entered into agreement with USDA eight years ago for purchase of the Public Works yard and shop, utilizing a secured loan. Terms included obligation for the city to set aside a reserve account as security against default on loan payments. The money stays with the city as a set aside for a designated purpose, and becomes available as discretionary funds to the city again when the loan is paid off.

A recent USDA audit indicated that the reserve account was not set up, so staff did so in June. Fund 017 (Public Works Facility Loan Reserve) is a new fund, set up for this purpose, with a transfer of \$17,500 from Fund 011 (Building & Equipment Reserve). This transfer amount satisfied the entire need for the reserve, so no further transfers will be required.

Recommendation

Approve the establishment of a new fund – Fund 017, Public Works Facility Loan Reserve – and intra-fund transfer from 011 to 017 of \$17,500.

Fiscal Impact:

No impact to bottom-line of fund categories, and no expenditure is involved.



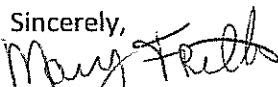
June 21, 2011

City of Biggs
City Council Members
465 C Street
Biggs, CA 95917

Dear Council Members,

Please accept this letter as a thank you from the BCAV group and citizens of Biggs for your generous action in passing a large portion of the State Recycle Grant to our committee to purchase the recycle materials to construct the planter/benches for the downtown area. With our decreasing economy it has become more difficult to raise funds or get donations, so with your grant we were able to start the project of building the planter/benches. We are pleased to report we purchased recycle building materials with rice hulls to build the box/benches and the first planter/bench should be completed by July 4th and will be on the BCAV float in the parade.

We truly appreciate all the time and help the city employees have provided on our projects and all the support we receive from our City Council. We are a small community with a big beautification project to help promote the economic development in Biggs.

Sincerely,

Mary Frith, Chairman BCAV
PO Box 589, Biggs, CA 95917
530-868-1289